

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**AMAZON.COM SERVICES, LLC**

**Employer,**

**Case 10-RC-269250**

**and**

**RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION**

**Petitioner.**

**PETITIONER'S OBJECTIONS TO CONDUCT  
AFFECTING REPRESENTATION ELECTION**

The National Labor Relations Board ("Board") conducted a representation election by mail ballot among employees of Amazon.com Services, LLC ("Employer") regarding representation by the Retail, Wholesale and Department Store Union ("Union"). The Union hereby submits the following Objections to conduct affecting the results of the Election pursuant to 29 C.F.R. § 102.69 and its rights under the National Labor Relations Act ("Act"). The Union will submit evidence to the Board in support of these Objections as required by 29 C.F.R. § 102.69.

Separately, and cumulatively, the following Objections constitute conduct which prevented a free and uncoerced exercise of choice by the employees, undermining the Board's efforts to provide "a laboratory in which an experiment may be conducted, under conditions as nearly as ideal as possible, to determine the uninhibited desires of the employees." *In re Jensen Enterprises*, 339 NLRB 877 (2003) (citing *General Shoe Corp.*, 77 NLRB 124 (1948)). Accordingly, these objections constitute grounds to set the election aside.

1. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer had a collection box installed in the employee parking lot in a location exclusively selected by Amazon without authorization from the Regional Director to install such a box and in contravention to the January 15, 2021 Decision and Direction of Election. The Employer covered the collection box with a tent and created the impression that the collection box was a polling location and that the Employer had control over the conduct of the mail ballot election. *North American Plastics Corp.*, 326 NLRB 835(1998)(observing that is it highly prejudicial for the Board to allow a process that creates the impression that the Employer and not the Board controls the mechanics of the election).

2. During the critical period and throughout the election, the Employer had a collection box installed in the employee parking lot in a location exclusively selected by Amazon without authorization from the Regional Director to install such a box and in contravention to the January 15, 2021 Decision and Direction of Election. The Employer covered the collection box with a tent and created the impression that the collection box was a polling location thereby interfered with the NLRB's exclusive control over the election.

3. During the critical period and throughout the election, the Employer created the impression of surveillance regarding the collection box installed in the employee parking lot. The Employer maintains security cameras in the employee parking lot and such cameras could record the employees entering and exiting the tent erected around the collection box to cast ballots, i.e., to engage in protected activity.

4. During the critical period and throughout the election, the Employer created the impression that it was recording the identity of employees who voted through the security cameras in the employee parking lot that could record employees entering and exiting the tent erected around the collection box.

5. During the critical period and throughout the election, the Employer engaged in polling by urging employees to bring their ballots to work and to use the collection box to vote and then observing which employees complied by entering and exiting the tent around the collection box to vote. The Employer's tracking and polling of eligible voters created the impression that the secrecy of the ballot had been compromised.

6. During the critical period and throughout the election, the Employer electioneered near the collection box it had installed for the exclusive purpose of collecting mail ballots. The tent erected around the collection box had a central campaign message of the Employer printed on at least one side of the tent.

7. During the critical period and throughout the election, the Employer's agents engaged in campaign to pressure and/or coerce employees into bringing their mail ballots to work and to use the collection box the Employer had installed for the exclusive purpose of collecting mail ballots. The Employer's conduct interfered with employees' free exercise of the right to vote and/or constituted a form of ballot solicitation and/or harvesting. Additionally, the Employer's campaign destroyed the requisite laboratory conditions for an election by creating doubt regarding, and possibly in fact compromising, the secrecy of the ballot.

8. During the critical period before the election, the Employer, by and through its agents, unlawfully threatened employees with the loss of business at the warehouse/fulfillment center if employees voted for the Union, thereby interfering with their rights to a free and fair election unmarred by coercion, intimidation and/or undue influence. The Employer emailed employees during the critical period and with the message that because of the Union, the Employer would have to lay off 75 percent of the petitioned for unit. The Employer's agents also threatened employees that the Employer would close the warehouse if the Union was voted in.

9. During the critical period and throughout the election, the Employer's agents solicited grievances from employees and offered to resolve these grievances. The Employer's agents questioned employees as to what they would like to see improved at the facility and how the Employer could address their concerns. Prior to the organizing campaign the Employer's agents did not seek input from employees or solicit grievances.

10. During the critical period and throughout the election, the Employer's agents threatened employees with the loss of benefits and/or pay if the Union was voted in. The Employer's agents threatened employees that they don't want to risk losing their health insurance benefits, paid leave and/or other benefits by voting in the Union and that they should vote no to "protect" what they have and that the Union could not obtain anything in addition to what the Employer already provided them.

11. During the critical period and throughout the election, the Employer's agents engaged in an extensive campaign of polling employees and/or interrogating them with respect to their support for the Union thereby interfering with their rights to an election free of coercion and interference.

12. During the critical period, the Employer's agents removed employees from captive audience meetings who asked questions about the information presented. The agents would request the employee to come forward, have them identified and then removed from the meeting in the presence of hundreds of other employees thereby interfering with and/or chilling the right of employees to freely discuss issues related to the union organizing campaign and/or the terms and conditions of employment.

13. During the critical period and throughout the election, the Employer's agents disparately enforced its social distancing policy and interfered with employees supporting the Union from discussing the union organizing campaign. The Employer permitted its agents and employees classified as process assistants to walk the facility and visit individual employee stations during working time to discuss voting against the Union. However, the Employer would discourage or caution employees supporting the Union from talking about the Union during working time. The Employer also moved employees who it believed supported the union into positions that limited their contact with co-workers during working hours. The conduct described herein interfered with the rights to an election free of coercion and interference.

14. During the critical period and throughout the election, the Employer interfered with the ability of the employees to communicate with Union organizers as they left the employee parking lot. The Employer pressured government officials into changing the timing on a traffic light so as to interfere with efforts by organizers to hand bill and/or communicate with employees as they left the facility.

15. During the critical period and throughout the election, the Employer, acting through local government officials, unilaterally changed policies governing employees exiting the workplace in order to limit the union's ability to communicate with those employees.

16. During the critical period and throughout the election, the Employer introduced a severance program commonly known as “the Offer.” The program communicated the message during a union organizing drive that the Employer will pay disgruntled or unhappy employees to leave, if they also agree to never seek re-employment with the Employer. The Offer not only constituted a benefit granted during an organizing campaign with the purpose of influencing employees’ vote but it is a threat wrapped as a benefit in violation of an employee’s right to be free from intimidation and coercion and the right to vote on the question of representation in an environment free from coercion and undue interference.

17. During the critical period and throughout the election, the Employer’s agents circulated a rumor prior to the date set for the mailing of ballots that a collection box would be installed for the benefit of employees. The Union informed employees that the Decision and Direction of Election (DDE) did not authorize a collection box at the facility even though the Employer had requested one. The Employer’s subsequent installation of the collection box undermined the Union’s message and the Employer’s text message announcing the installation of the collection box created the impression among employees that the Employer had the power to override the DDE and confer a “benefit.” The Employer’s actions were done for the purpose of influencing the outcome of the election and was reasonably calculated to have that effect.

18. During the critical period and throughout the election, the Employer’s agents told employees in mandatory meetings and afterwards that the Union will go on strike and that employees will lose money. The Employer’s prediction of a strike was a coercive threat of loss of pay and intended to influence the outcome of the election.

19. During the critical period and throughout the election, the Employer’s agents threatened employees that they would lose access to their supervisor and that supervisor would not be able to help them individually if the Union was voted in thereby interfering with a free and fair election.

20. During the critical period, the Employer terminated a Union supporter for passing out union authorization cards in non-working areas. The Employer also unlawfully interrogated the employee about his protected activity. The employee’s discharge for passing out union cards was disseminated in the warehouse and had a chilling effect on support for the Union.

21. During the critical period, the Employer disciplined an outspoken supporter of the Union because he challenged management and/or consultants during mandatory meetings.

22. During the critical period, the Employer provided employees with a pay increase, gave away merchandise to employees, created an employee review board, and/or relaxed enforcement of work rules thereby interfering with the right of employees to a free and fair election.

23. During the critical period, the Employer hired police officers to patrol the parking lot and observe the conduct of employees and union organizers. The constant presence of police officers created an atmosphere of coercion and intimidation thereby interfering with the right of employees to a free and fair election.

Respectfully submitted,

/s/George N. Davies

George N. Davies

/s/Richard P. Rouco

Richard P. Rouco

Quinn, Connor, Weaver,

Davies & Rouco, LLP

2 – 20<sup>th</sup> Street North

Suite 930

Birmingham, AL 35203

Phone: 205-870-9989

Fax: 205-803-4143

Email: [gdavies@qcwdr.com](mailto:gdavies@qcwdr.com)

[rrouco@qcwdr.com](mailto:rrouco@qcwdr.com)

*Counsel for Petitioner*

*Retail, Wholesale and Department Store Union*

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Petitioner's Objections to Conduct of the Election filed today, April 16, 2021, using the NLRB's e-filing system and was served by email upon the following:

Lisa Henderson  
Acting Regional Director  
Region 10, National Labor Relations Board  
233 Peachtree Street  
1000 Harris Tower  
Atlanta, GA 30303  
[Lisa.henderson@nlrb.gov](mailto:Lisa.henderson@nlrb.gov)

Harry I. Johnson, III, Esq.  
MORGAN, LEWIS & BOCKIUS LLP  
2049 Century Park East  
Suite 700  
Los Angeles, CA 90067  
[harry.johnson@morganlewis.com](mailto:harry.johnson@morganlewis.com)

Nicole A. Buffalano, Esq.  
MORGAN, LEWIS & BOCKIUS LLP  
300 South Grand Ave., 22nd Floor  
Los Angeles, CA 90071  
[nicole.buffalano@morganlewis.com](mailto:nicole.buffalano@morganlewis.com)

David R. Broderdorf, Esq. ([david.broderdorf@morganlewis.com](mailto:david.broderdorf@morganlewis.com))  
Christopher J. Murphy, Esq. ([Christopher.murphy@morganlewis.com](mailto:Christopher.murphy@morganlewis.com))  
Geoffrey J. Rosenthal, Esq. ([Geoffrey.rosenthal@morganlewis.com](mailto:Geoffrey.rosenthal@morganlewis.com))

/s/George N. Davies  
George N. Davies

AMAZON.COM SERVICES LLC,  
Employer,  
and  
RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION,  
Petitioner.

Pursuant to Section 102.69(a) of the National Labor Relations Board’s Rules & Regulations, 29 C.F.R. §102.69(a), Amazon.com Services LLC, (“Amazon” or the “Company”), respectfully submits the following objections to the mail ballot election and to the conduct of that election:

<sup>1</sup> See Why a mailbox continues to loom over Amazon union vote at Alabama warehouse, <https://www.npr.org/2022/01/26/1075833289/why-a-mailbox-continues-to-loom-over-amazon-warehouse-union-vote-in-alabama> (last visited April 7, 2022).

Much of Petitioner's conduct was in direct violation of the Region's January 11, 2022 Order that neither "party shall issue a directive, suggestion, or other statement to voters concerning use of the mailbox [at BHM1] for the purposes of this election."

**OBJECTION 2 -** Amazon objects to Petitioner going to the homes of Associates after the Region mailed out voter kits and offering to: take Associates' ballots and mail them for Associates; watch Associates fill out their ballots; take ballots from Associates who indicated they did not intend on voting; and otherwise handling ballots. This conduct was in direct contravention of the Board's Instructions to Eligible Employees Voting By United States Mail included with the Notice of Second Election.

**OBJECTION 3 -** Amazon objects to Petitioner representing themselves as agents or representatives of Amazon while visiting Associates at their homes.

**OBJECTION 4 -** Amazon objects to Petitioner's conduct throughout the critical period of coercively polling, interrogating, and surveilling Associates. Amazon also objects to Petitioner's conduct creating the impression of surveillance amongst Associates. This conduct coerced Associates in the exercise of their Section 7 rights.

**OBJECTION 5 -** Amazon objects to Petitioner visiting Associates in their homes and improperly offering to supply them with ballots of unknown provenance.

**OBJECTION 6 -** Amazon objects to Petitioner engaging in misrepresentations to Associates designed to depress the turnout in the election.

**OBJECTION 7 -** Amazon objects to Petitioner challenging returned mail ballots on the basis of "bad address" or "employment status" without any valid basis to do so, or otherwise without good cause to challenge the eligibility of voters in violation of Section 102.69(a)(6) of the Board's Rules and Regulations, in an effort to disenfranchise eligible voters and depress the



turnout in the election.

**OBJECTION 8** - Amazon objects to the Region directing a mail-ballot election in the above-captioned matter, when Regions throughout the country were conducting preferable manual, in-person elections during this time. Both Amazon and the Petitioner requested a manual election, which could have been safely conducted, as evidenced by the Region's *sua sponte* decision to make the ballot count in-person. The decision to have an exclusively mail-ballot election depressed voter turnout.

Dated: April 7, 2022

Respectfully Submitted,

/s Robert T. Dumbacher

Robert T. Dumbacher  
Hunton Andrews Kurth LLP  
Bank of America Plaza, Suite 4100  
600 Peachtree St., NE  
Atlanta, GA 30308  
Telephone: (404) 888-4007  
[rdumbacher@hunton.com](mailto:rdumbacher@hunton.com)

C. Randolph Sullivan  
Hunton Andrews Kurth LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, VA 23219  
Telephone: (804) 788-8399  
[rsullivan@hunton.com](mailto:rsullivan@hunton.com)

*Counsel for the Employer,  
Amazon.com Services LLC*

#### **CERTIFICATE OF SERVICE**

I hereby certify that on this 7th day of April, 2022, I filed the foregoing document electronically using the NLRB e-filing system and have served a copy of the same by electronic mail to:

George Davies, Esq.  
Nicolas Stanojevich, Esq.  
Richard Rouco, Esq.  
Quinn, Connor, Weaver, Davies & Rouco LLP

2 20<sup>th</sup> Street North, Ste 930  
Birmingham, AL 35203  
[gdavies@qcwdr.com](mailto:gdavies@qcwdr.com)  
[nstanojevich@qcwdr.com](mailto:nstanojevich@qcwdr.com)  
[rrouco@qcwdr.com](mailto:rrouco@qcwdr.com)  
Counsel for Petitioner

Joshua Brewer  
Retail, Wholesale, and Department Store Workers Union, Local 932  
[jbrewer@rwdsumidsouth.org](mailto:jbrewer@rwdsumidsouth.org)

Lisa Henderson  
Regional Director, Region 10  
[lisa.henderson@nlrb.gov](mailto:lisa.henderson@nlrb.gov)

Lanita Cravey  
Field Examiner, Region 10  
[lanita.cravey@nlrb.gov](mailto:lanita.cravey@nlrb.gov)

/s/ Robert T. Dumbacher  
Robert T. Dumbacher, Esq.

Counsel for Amazon.com Services LLC